OK P BK 145 PG 191 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

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When Recorded Return To: Ocwen Loan Servicing LLC. Contract Management 1661 Worthington Road #100 West Palm Beach, FL 33409

## POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. F/K/A THE BANK OF NEW YORK TRUST COMPANY, N.A., AS SUCCESSOR-IN-INTEREST TO JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, F/K/A THE CHASE MANHATTAN BANK, having its main office at 525 William Penn Place, Pittsburgh, PA 15219 and office at 700 South Flowers, 2<sup>nd</sup> Floor, Los Angeles, CA 90017-4104 (the "Bank"), hereby appoint Ocwen Loan Servicing, L.L.C., to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the applicable pooling and servicing agreement listed on Schedule A hereto on behalf of the Bank:

- 1. The modification or re-recording of a Mortgage, where said modification or re-recordings is for the purpose of correcting the Mortgage to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage as insured.
- 2. The subordination of the lien of a Mortgage to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
- 3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
- 4. The completion of loan assumption agreements and modification agreements.
- 5. The full or partial satisfaction/release of a Mortgage or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
- 6. The assignment of any Mortgage and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
- 7. The full assignment of a Mortgage upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
- 8. With respect to a Mortgage, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of



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termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:

- a. the substitution of trustee(s) serving under a Mortgage, in accordance with state law and the Mortgage;
- b. the preparation and issuance of statements of breach or non-performance;
- c. the preparation and filing of notices of default and/or notices of sale;
- d. the cancellation/rescission of notices of default and/or notices of sale;
- e. the taking of a deed in lieu of foreclosure; and
- f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and
- 9. To execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable pooling and servicing agreement listed on Schedule A hereto.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

WITNESS WHEREOF, The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, National Association, f/k/a The Chase Manhattan Bank, as Trustee, pursuant to that Pooling and Servicing Agreement among the Depositor, the Initial Master Servicer, Subsequent Master Servicer, and the Trustee, dated as of December 1, 1998, and these present to be signed and acknowledged in its name and behalf by Jocelyn Lynch and Jennifer J. Provenzano its duly elected and authorized Managing Director and Vice President this 27th day of October, 2010.

The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, National Association, f/k/a The Chase Manhattan Bank as Trustee for By: Βv Name Jocelyn Lynch Title: Managing Director Name: Provenzano Jennife Title Witness: Will Printed Name: Chris G. Printed Name: Tromas G. Withiam <u>Pennsylvania</u> Allegheny

STATE OF COUNTY OF

Jocelyn Lynch and Jennifer J. Provenzano personally appeared before me, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President respectively of The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, National Association, f/k/a The Chase Manhattan Bank, as Trustee for IMC Home Equity Loan Owner Trust 1998-7, and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 27th day of October, 2010.

NOTARIAL SEAL

VALERIE L MUNFER

NOTARY PUBLIC

PITTSBURGH CITY, ALLEGHENY COUNTY
My Commission Expires Sep 16, 2014

My Commission expires: September 10,2014

## Schedule A

1. Pooling and Servicing agreement dated as of December 1, 1998 for the IMC Home Equity Loan Owner Trust 1998-7.

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 (

County Administrator.

Ву

Deputy Clerk